

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

NORI EVANS,

Plaintiff,

vs.

UNIVERSITY MEDIAL CENTER,

Defendant.

2:11-cv-00449-PMP -VCF

ORDER

Before the court is the parties' Stipulated Protective Order (#18) which the court approved, with the exception of Paragraphs 10. This order reminds counsel that there is a presumption of public access to judicial files and records. The above referenced paragraph of the parties' proposed stipulation was not approved and was deleted by the court. Paragraph 10 stated that "[a] party may not file in the public record in this action any Protected Material unless filed under seal." (#18).

A party seeking to file a confidential document or utilize a confidential document at trial must comply with the Ninth Circuit's directives in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006):

Unless a particular court record is one "traditionally kept secret," a "strong presumption in favor of access" is the starting point. ... A party seeking to seal a judicial record then bears the burden of overcoming this strong presumption by meeting the "compelling reasons" standard. ... that is, the party must "articulate[] compelling reasons supported by specific factual findings," that outweigh the general history of access and the public policies favoring disclosure

In general, "compelling reasons" sufficient to outweigh the public's interest in disclosure and justify sealing court records exist when such "court files might have become a vehicle for improper purposes," such as the use of records to gratify private spite, promote public scandal, circulate libelous statements, or release trade secrets. ... The mere fact that the production of records may lead to a litigant's embarrassment, incrimination, or exposure to further litigation will not, without more, compel the court to seal its records.

Id. at 1178-79 (citations omitted).


1 To justify the sealing of discovery materials attached to non-dispositive motions, a particularized
2 showing of good cause is required. *Id.* at 1180. To justify the sealing of discovery materials attached to
3 dispositive motions or used at trial, however, a higher threshold is required: a particularized showing that
4 *compelling reasons* support secrecy. *Id.* “A ‘good cause’ showing will not, without more, satisfy a
5 ‘compelling reasons’ test.” *Id.* When private discovery materials are attached to a dispositive motion (or
6 response or reply) or used at trial, such materials become a part of a judicial record, and as such “are public
7 documents almost by definition, and the public is entitled to access by default.” *Id.*

8 Accordingly, and for good cause shown,

9 **IT IS ORDERED** that:

- 10 1. Paragraph 10 of the parties’ Stipulated Protective Order (#18) is **NOT APPROVED**.
- 11 2. The parties shall comply with the Ninth Circuit’s decision in *Kamakana*, 447 F.3d 1172,
12 with respect to any documents filed under seal or used at trial.
- 13 3. The parties’ Stipulated Protective Order (#18), as modified and signed by the court, is
14 **APPROVED**.

15 Dated this 4th day of June, 2012.



17 **CAM FERENBACH**
18 **UNITED STATES MAGISTRATE JUDGE**

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

NORI EVANS,

Plaintiff,

V.

UNIVERSITY MEDICAL CENTER, etc.,

Defendant.

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Case No.: 2:11-cv-00449-PMP-LRL

STIPULATED PROTECTIVE ORDER ~~(PROPOSED)~~

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation is warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, carrier representatives and outside counsel (and their support staff).

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.3 "Confidential" Information or Items: information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under standards developed under F.R.Civ.P. 26(c).

2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items: extremely sensitive "Confidential Information or Items" whose disclosure to any Party or non-party would create a substantial risk of serious injury that could not be avoided by less restrictive means.

2.5 Receiving Party: a Party that receives Disclosure or Discovery or Discovery Material from a Producing Party.

2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this action.

2.7 Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly Confidential – Attorneys' Eyes Only".

2.8 Protected Material: any Disclosure or Discovery Material that is designated as "Confidential" or as Highly Confidential - Attorneys' Eyes Only."

2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action, including coverage counsel and/or a carrier's claims counsel.

2.10 House Counsel: attorneys who are employees of a Party.

1 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as
2 well as their support staffs).

3 2.12 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
5 witness or as a consultant in this action and who is not a past or a current employee of a Party
6 or of a competitor of a Party's and who, at the time of retention, is not anticipated to become an
7 employee of a Party or a competitor of a Party's. This definition includes a professional jury or
8 trial consultant retained in connection with this litigation.

9 2.13 Professional Vendors: persons or entities that provide litigation support
10 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;
11 organizing, storing, retrieving data in any form or medium; etc.) and their employees and
12 subcontractors.

13 3. SCOPE

14 The protections conferred by this Stipulation and Order cover not only Protected
15 Material (as defined above), but also any information copied or extracted therefrom, as well as
16 all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or
17 presentations by parties or counsel to or in court or in other settings that might reveal Protected
18 Material.

19 4. DURATION

20 Even after the termination of this litigation, the confidentiality obligations imposed by
21 this Order shall remain in effect until a Designating Party agrees otherwise in writing, a court
22 order otherwise directs, or seven (7) years from the date of execution of this Protective Order
23 have elapsed.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or non-party that designates information or items for protection under this
27 Order must take care to limit any such designation to specific material that qualifies under the
28 appropriate standards. A Designating Party must take care to designate for protection only

1 those parts of material, documents, items, or oral or written communications that qualify -- so
 2 that other portions of the material, documents, items, or communications for which protection
 3 is not warranted are not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routine designations are prohibited. Designations that are
 5 shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to
 6 unnecessarily encumber or retard the case development process, or to impose unnecessary
 7 expenses and burdens on other parties), expose the Designating Party to sanctions.

8 If it comes to a Party's or a non-party's attention that information or items that it
 9 designated for protection do not qualify for protection at all, or do not qualify for the level of
 10 protection initially asserted, that Party or non-party must promptly notify all other parties that it
 11 is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations: Except as otherwise provided in
 13 this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or
 14 ordered, material that qualifies for protection under this Order must be clearly so designated
 15 before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (apart from transcripts of
 18 depositions or other pretrial or trial proceedings), that the Producing Party affix
 19 the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -
 20 ATTORNEYS' EYES ONLY" on each page that contains protected material.

21 A Party or non-party that makes original documents or materials
 22 available for inspection need not designate them for protection until after the
 23 inspecting Party has indicated which material it would like copied and
 24 produced. During the inspection and before the designation, all of the material
 25 made available for inspection shall be deemed "HIGHLY CONFIDENTIAL -
 26 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
 27 documents it wants copied and produced, the Producing Party must determine
 28 which documents, or portions thereof, qualify for protection under this Order,

1 then, before producing the specified documents, the Producing Party must affix
2 the appropriate legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -
3 ATTORNEYS' EYES ONLY") at the top of each page that contains Protected
4 Material. If only a portion or portions of the material on a page qualifies for
5 protection the Producing Party also must clearly identify the protected
6 portion(s) (e.g., by making appropriate markings in the margins) and must
7 specify, for each portion, the level of protection being asserted (either
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
9 ONLY").

10 (b) for testimony given in deposition or in other pretrial or trial
11 proceedings, that the Party or non-party offering or sponsoring the testimony
12 identify on the record, before the close of the deposition, hearing, or other
13 proceeding, all protected testimony, and further specify any portions of the
14 testimony that qualify as "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
15 ONLY." When it is impractical to identify separately each portion of testimony
16 that is entitled to protection, and when it appears that substantial portions of the
17 testimony may qualify for protection, the Party or non-party that sponsors,
18 offers, or gives the testimony will have a right to have up to 20 days to identify
19 the specific portions of the testimony as to which protection is sought and to
20 specify the level of protection being asserted ("CONFIDENTIAL" or HIGHLY
21 CONFIDENTIAL - ATTORNEYS' EYES ONLY"). Only those portions of the
22 testimony that are appropriately designated for protection within the 20 days
23 shall be covered by the provisions of this Stipulated Protective Order.

24 Transcript pages containing Protected Material must be separately bound
25 by the court reporter, who must affix to the top of each such page the legend
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
27 ONLY," as instructed by the Party or non-party offering or sponsoring the
28 witness or presenting the testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY." If only portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portions, specifying whether they qualify as "Confidential" or as "Highly Confidential - Attorneys' Eyes Only."

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items as "Confidential" or "Highly Confidential - Attorneys' Eyes Only" does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. If material is appropriately designated as "Confidential" or "Highly Confidential - Attorneys' Eyes Only" after the material was initially produced, the Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

Any party who inadvertently fails to identify documents as "Confidential" or "Highly Confidential - Attorneys' Eyes Only" shall have 10 days from the discovery of its oversight to correct its failure. Such failure shall be corrected by providing written notice of the error and substituted copies of the inadvertently produced documents. Any party receiving such inadvertently unmarked documents shall make reasonable efforts to retrieve documents distributed to persons not entitled to receive documents with the corrected designation.

5.4 Inadvertent Production.

If information is produced in discovery that is subject to a claim of privilege or of protection as trial-preparation material, the party making the claim may notify any party that received the information of the claim and the basis for it. After being notified, the Receiving Party shall promptly return, sequester, or destroy such inadvertently produced documents, including all copies. A Receiving Party may present the information to the court under seal for

1 a determination of the claim only after it has engaged in the Meet and Confer process outlined
2 at 6.2 below. The Receiving Party may challenge the Producing Party's claim or the timeliness
3 and sufficiency of the Producing Party's notice related to the claim, or assert that the
4 circumstances surrounding the production or disclosure warrant a finding that the Producing
5 Party has waived any claim of privilege.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Unless a prompt challenge to a Designating
8 Party's confidentiality designation is necessary to avoid foreseeable substantial unfairness,
9 unnecessary economic burdens, or a later significant disruption or delay of the litigation, a
10 Party does not waive its right to challenge a confidentiality designation by electing not to
11 mount a challenge promptly after the original designation is disclosed.

12 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
13 Designating Party's confidentiality designation must do so in good faith and must begin the
14 process by conferring directly (in voice to voice dialogue; other forms of communication are
15 not sufficient) with counsel for the Designating Party. In conferring, the challenging Party must
16 explain the basis for its belief that the confidentiality designation was not proper and must give
17 the Designating Party an opportunity to review the designated material, to reconsider the
18 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
19 designation. A challenging Party may proceed to the next stage of the challenge process only if
20 it has engaged in this meet and confer process first.

21 6.3 Judicial Intervention. A Party that elects to challenge a confidentiality
22 designation after considering the justification offered by the Designating Party may file and
23 serve an appropriate motion that identifies the challenged material and sets forth in detail the
24 basis for the challenge. Each such motion must be accompanied by a competent declaration
25 that affirms that the movant has complied with the meet and confer requirements imposed in
26 the preceding paragraph and that sets forth with specificity the justification for the
27 confidentiality designation that was given by the Designating Party in the meet and confer
28 dialogue.

1 The burden of persuasion in any such challenge proceeding shall be on the Party
2 designating the material. Until the court rules on the challenge, all parties shall continue to
3 afford the material in question the level of protection to which it is entitled under the Producing
4 Party's designation.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a non-party in connection with this case only for
8 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
9 disclosed only to the categories of persons and under the conditions described in this Order.
10 When the litigation has been terminated, a Receiving Party must comply with the provisions of
11 section 11, below (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a location
13 and in a secure manner that ensures that access is limited to the persons authorized under this
14 Order.

15 7.2 Disclosure of "Confidential" Information or Items. Unless otherwise
16 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may
17 disclose any information or item designated CONFIDENTIAL only to:

18 (a) the Receiving Party's Outside Counsel of record in this action, as
19 well as employees of said Counsel to whom it is reasonably necessary to disclose the
20 information for this litigation and who have signed the "Agreement to Be Bound by Protective
21 Order" that is attached hereto as Exhibit A;

22 (b) the officers, directors, and employees (including House Counsel) of
23 the Receiving Party to whom disclosure is reasonably necessary for this litigation and who
24 have signed the Agreement to Be Bound by Protective Order" (Exhibit A);

25 (c) experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to
27 Be Bound by Protective Order" (Exhibit A);

28 (d) the Court and its personnel;

1 (e) court reporters, their staffs, and professional vendors to whom
2 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to
3 Be Bound by Protective Order" (Exhibit A);

4 (f) during their depositions, witnesses in the action to whom
5 disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by
6 Protective Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to
7 depositions that reveal Protected Material must be separately bound by the court reporter and
8 may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

9 (g) the author of the document or the original source of the
10 information.

11 7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
12 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by
13 the Designating Party, a Receiving Party may disclose any information or item designated
14 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" only to:

15 (a) the Receiving Party's Outside Counsel of record in this action, as
16 well as employees of said Counsel to whom it is reasonably necessary to disclose the
17 information for this litigation and who have signed the "Agreement to Be Bound by Protective
18 Order" that is attached hereto as Exhibit A;

19 (b) Experts (as defined in this Order) (1) to whom disclosure is
20 reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound by
21 Protective Order" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4,
22 below, have been followed;

23 (c) the Court and its personnel;

24 (d) court reporters, their staffs, and professional vendors to whom
25 disclosure is reasonably necessary for this litigation and who have signed the "Agreement to
26 Be Bound by Protective Order" (Exhibit A); and

27 (e) the author of the document or the original source of the
28 information.

1 7.4 Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL -
2 ATTORNEYS' EYES ONLY" Information or Items to "Experts".

3 (a) Unless otherwise ordered by the court or agreed in writing by the
4 Designating Party, a Party that seeks to disclose to an "Expert" (as defined in this Order) any
5 information or item that has been designated "HIGHLY CONFIDENTIAL - ATTORNEYS'
6 EYES ONLY" first must make a written request to the Designating Party that (1) identifies the
7 specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to
8 disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or
9 her primary residence, (3) attaches a copy of the Expert's current resume, (4) identifies the
10 Expert's current employer(s), (5) identifies each person or entity from whom the Expert has
11 received compensation for work in his or her areas of expertise or to whom the expert has
12 provided professional services at any time during the preceding five years, and (6) identifies
13 (by name and number of the case, filing date, and location of court) any litigation in connection
14 with which the Expert has provided any professional services during the preceding five years.

15 (b) A Party that makes a request and provides the information
16 specified in the preceding paragraph may disclose the subject Protected Material to the
17 identified Expert unless, within seven court days of delivering the request, the Party receives a
18 written objection from the Designating Party. Any such objection must set forth in detail the
19 grounds on which it is based.

20 (c) A Party that receives a timely written objection must meet and
21 confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the
22 matter by agreement. If no agreement is reached, the Party objecting to disclosure to the Expert
23 may file a motion for a protective order as provided in the Federal Rules of Civil Procedure
24 and the Magistrate Judge's rules seeking permission from the court to do so. Any such motion
25 must describe the circumstances with specificity, set forth in detail the reasons for which the
26 disclosure to the Expert is not reasonably necessary, explain the risk of harm that the disclosure
27 would entail and the reasons any additional means that might be used to reduce that risk will
28 not be effective. In addition, any such motion must be accompanied by a competent declaration

1 in which the movant describes the parties' efforts to resolve the matter by agreement (i.e., the
2 extent and the content of the meet and confer discussions). There will be no disclosure to the
3 Expert pending a resolution.

4 In any such proceeding the Party opposing disclosure to the Expert shall bear the
5 burden of proving that the risk of harm that the disclosure would entail (under the safeguards
6 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
8 OTHER LITIGATION

9 If a Receiving Party is served with a subpoena or an order issued in other litigation that
10 would compel disclosure of any information or items designated in this action as
11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," the
12 Receiving Party must so notify the Designating Party, in writing (by fax, if possible)
13 immediately and in no event more than three court days, or as soon as is practicable, after
14 receiving the subpoena or order. Such notification must include a copy of the subpoena or
15 court order.

16 The Receiving Party also must immediately inform in writing the Party who caused the
17 subpoena or order to issue in the other litigation that some or all the material covered by the
18 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
19 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that
20 caused the subpoena or order to issue.

21 The purpose of imposing these duties is to alert the interested parties to the existence of
22 this Protective Order and to afford the Designating Party in this case an opportunity to try to
23 protect its confidentiality interests in the court from which the subpoena or order issued. The
24 Designating Party shall bear the burdens and the expenses of seeking protection in that court of
25 its confidential material - and nothing in these provisions should be construed as authorizing or
26 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

27 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL
28

1 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
2 Material to any person or in any circumstance not authorized under this Stipulated Protective
3 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
4 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material,
5 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms
6 of this Order, and (d) request such person or persons to execute the "Acknowledgment and
7 Agreement to Be Bound" that is attached hereto as Exhibit A.

8 10. FILING PROTECTED MATERIAL.

9 ~~A Party may not file in the public record in this action any Protected Material unless~~
10 ~~filed under seal.~~

11 11. FINAL DISPOSITION.

12 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty
13 days, or as soon as is practicable, after the final termination of this action, each Receiving Party
14 must return all Protected Material to the Producing Party. As used in this subdivision, "all
15 Protected Material" includes all copies, abstracts, compilations, summaries or any other form
16 of reproducing or capturing any of the Protected Material. With permission in writing from the
17 Designating Party, the Receiving Party may destroy some or all of the Protected Material
18 instead of returning it. Whether the Protected Material is returned or destroyed the Receiving
19 Party must submit a written certification to the Producing Party (and, if not the same person or
20 entity, to the Designating Party) by the deadline that identifies (by category, where appropriate)
21 all the Protected Material that was returned or destroyed and that affirms that the Receiving
22 Party has not retained any copies, abstracts, compilations, summaries or other forms of
23 reproducing or capturing any of the Protected Material. Notwithstanding this provision,
24 Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal
25 memoranda, correspondence or attorney work product, even if such materials contain Protected
26 Material. Any such archival copies that contain or constitute Protected Material remain subject
27 to this Protective Order as set forth in Section 4 (DURATION), above.

28 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

The Court may modify the stipulated protective order in the interests of justice or for public policy reasons.

Nothing shall be filed under seal, and the Court shall not be required to take any action, without separate prior order by the judge before whom the hearing or proceeding will take place, after application by the affected party with appropriate notice to opposing counsel.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

Approved to form and content and on behalf
of Defendant.

/s/Jeffrey Pitegoff

Jeffrey I. Pitegoff, Esq.
2620 Regatta Dr., Suite 102
Las Vegas, NV 89128

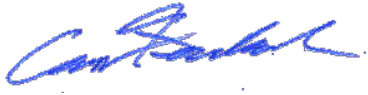
Approved to form and content and on behalf
of Plaintiff.

/s/Judy C. Cox

Dan Winder
Judy C. Cox
Law Office of Dan M. Winder
3507 West Charleston Blvd.
Las Vegas, NV 89102

1 The foregoing stipulation of the parties having been received by the Court and duly
2 considered, and good cause appearing therefore, IT IS SO ORDERED.
3

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5
6 DATED: 6-4-2012



CAM FERENBACH
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, [print or type full name], of [print or type full or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the District of Nevada on ____ (date) in the case of *Nori Evans v. University Medical Center*, Case No. 2:11-cv-00449. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the District of Nevada, for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ as my Nevada agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____